

**NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS**

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION EIGHT

AARON BIRT,

Plaintiff and Appellant,

v.

CHIKWENDU IKERI,

Defendant and Respondent.

B212702

(Los Angeles County  
Super. Ct. No. BC390060)

APPEAL from a judgment of the Superior Court of Los Angeles County.  
Ralph W. Dau, Judge. Affirmed.

Aaron Birt, in pro. per., for Plaintiff and Appellant.

No appearance for Defendant and Respondent.

---

Plaintiff and appellant Aaron Birt appeals from the (1) money judgment entered against Birt and in favor of defendant and respondent Chikwendu Ikeri, (2) order denying Birt's petition to vacate an arbitration award and (3) order denying Birt's motion for reconsideration. He contends the trial court erred in granting judgment in favor of Ikeri. We affirm.

## **FACTUAL AND PROCEDURAL BACKGROUND**

In April 2005, Ikeri, a general contractor, entered into a construction contract with Birt to perform certain rehabilitation work on Birt's home. The contract included an arbitration provision.

Dissatisfied with Ikeri's work, Birt fired Ikeri from the job in June 2005 and refused to pay him. Ikeri initiated arbitration proceedings against Birt, to recover amounts Ikeri claimed Birt owed him on the construction contract.

On January 22, 2008, the arbitrator awarded Ikeri \$12,769, comprised of \$14,269 for outstanding contract payments owed by Birt to Ikeri, less \$1,500 owed by Ikeri to Birt for personal property damage.

On May 1, 2008, Birt, in pro. per., filed a petition in the superior court to vacate the arbitration award. On September 26, 2008, the trial court denied Birt's petition to vacate the arbitration award and granted Ikeri's request to confirm the award. That same day, judgment was entered against Birt and in favor of Ikeri's in the amount of \$12,769, plus prejudgment interest in the amount of \$867.59, for a total of \$13,636.59.

On October 9, 2008, Birt moved for reconsideration. In his written motion, Birt argued that the arbitration award was procured by fraud and false evidence provided by Ikeri and employees of the Los Angeles Housing Department. Birt also complained that the arbitrator was biased against him. In addition, Birt complained that the arbitrator miscalculated the amount owed on the contract. At the October 29, 2008, hearing on the motion, the trial court found that Birt failed to show "that the award was procured by corruption, fraud or other undue means within the meaning of section 1286.2, subdivision (a)(1) of the Code of Civil Procedure. You're simply contending that the evidence

should have been interpreted your way and that the arbitrator made a mistake, and you cannot raise that as a ground for vacating an award because it isn't one of the statutory grounds in 1286.2 of the Code of Civil Procedure. [¶] The . . . Supreme Court has so held in the case of [*Moncharsh v. Heily & Blase*], a 1992 decision, 3 Cal.4th, page 1. The motion is denied.”

Appellant filed a timely notice of appeal from the money judgment, the order denying his motion to vacate the arbitration award and the order denying his motion for reconsideration.

## DISCUSSION

Birt states his contention on appeal as follows: “The grant of summary judgment must be reversed because triable issues of material fact exist regarding appellant[’s] claims that were disregarded on the basis of abuse of discretion.” He argues that Ikeri and his attorneys “manipulated the truth to win the arbitration and lend support for the ruling of [the trial court].” He asserts: “The question should be posed, is why did the arbitrator and judge lean in favor of [Ikeri]? Why with all of the evidence and documentation provided by [Birt], could they not see (not acknowledge) the truth?” We find no error.

In *Moncharsh v. Heily & Blase* (1992) 3 Cal.4th 1, 11, the case cited by the trial court, our Supreme Court held that arbitration awards are generally immune from judicial review. (*Id.* at p. 11.) Courts will not review the validity of the arbitrator’s reasoning or the sufficiency of the evidence supporting an award. (*Ibid.*; see also *Oaktree Capital Management, L.P. v. Bernard* (2010) 182 Cal.App.4th 60, 68 (*Oaktree*).)

The exclusive grounds for vacating an arbitration award are set forth in Code of Civil Procedure sections 1286.2 (§ 1286.2) and 1286.6 (§ 1286.6). (*Oaktree, supra*, 182 Cal.App.4th at p. 68; *Alexander v. Blue Cross of California* (2001) 88 Cal.App.4th 1082, 1087.) In the context of Birt’s arguments, these grounds include a trial court determination that “(1) [t]he award was procured by corruption, fraud or other undue means. [¶] (2) There was corruption in any of the arbitrators. [¶] (3) The rights of the

party were substantially prejudiced by misconduct of a neutral arbitrator.” (§ 1286.2, subd. (a)(1)-(3).) “[I]n reviewing a judgment confirming an arbitration award, we must accept the trial court’s findings of fact if substantial evidence supports them, and we must draw every reasonable inference to support the award.” (*Alexander, supra*, at p. 1087.)

Here, the trial court made none of the determinations required by section 1286.2. Substantial evidence supports the trial court’s finding that Birt failed to establish that the award was procured by corruption, fraud or undue means or that the arbitrator was biased.

To the extent that Birt argues a different result is compelled by Code of Civil Procedure section 1296, he is mistaken. Section 1296 provides: “The parties to a construction contract with a public agency may expressly agree in writing that in any arbitration to resolve a dispute relating to the contract, the arbitrator’s award shall be supported by law and substantial evidence. If the agreement so provides, a court shall, subject to Section 1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law.” Here, the construction contract was not with a public agency and the arbitration clause in the construction contract does not invoke section 1296.

### **DISPOSITION**

The judgment is affirmed. Ikeri shall recover his costs on appeal.

RUBIN, J.

WE CONCUR:

BIGELOW, P. J.

FLIER, J.